



# Civil Resolution Tribunal

Date Issued: March 19, 2024

File: SC-2023-002345 and  
SC-CC-2023-004937

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Hanson v. Thompson*, 2024 BCCRT 286

B E T W E E N :

BLAIN SCOT HANSON

**APPLICANT**

A N D :

MICHAEL THOMPSON

**RESPONDENT**

A N D :

BLAIN SCOT HANSON

**RESPONDENT BY COUNTERCLAIM**

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**REASONS FOR DECISION**

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Tribunal Member:

Megan Stewart

## **INTRODUCTION**

1. Blain Scot Hanson and Michael Thompson are former friends. Mr. Hanson says when the friendship ended, Mr. Thompson, without Mr. Hanson's consent, tried to sell belongings he had stored on Mr. Thompson's property. In SC-2023-002345, Mr. Hanson claims \$5,000 as the value of his belongings, or he asks for their return. Mr. Hanson is self-represented.
2. Mr. Thompson denies Mr. Hanson's claims. Mr. Thompson says Mr. Hanson agreed to allow him to sell a generator and motor, in lieu of payment for work he did on Mr. Hanson's boat. He also says the generator and the motor were the only items that remained on Mr. Thompson's property after Mr. Hanson removed his boat and other belongings in spring 2020. In SC-CC-2023-004937, Mr. Thompson claims \$500 for the work he did on Mr. Hanson's boat, since he did not sell the generator or motor. He also claims \$1,500 for an all-inclusive paid fishing trip he says Mr. Hanson promised him but never provided. Finally, he claims \$100 for a boat cart Mr. Hanson damaged. Mr. Thompson is also self-represented.

## **JURISDICTION AND PROCEDURE**

3. These are the Civil Resolution Tribunal's (CRT) formal written reasons. The CRT has jurisdiction over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). CRTA section 2 states that the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the CRT must apply principles of law and fairness.
4. CRTA section 39 says the CRT has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. Some of the evidence in this dispute amounts to a "he said, he said" scenario. The credibility of interested witnesses, particularly where there is conflict, cannot be determined solely by the test of whose personal demeanour in a courtroom or tribunal proceeding appears to be the most truthful. The assessment of what is the most likely account depends on its harmony with the rest of the evidence. Here, I find I am

properly able to assess and weigh the documentary evidence and submissions before me. Further, bearing in mind the CRT's mandate that includes proportionality and a speedy resolution of disputes, I find an oral hearing is not necessary. I also note that in *Yas v. Pope*, 2018 BCSC 282, at paragraphs 32 to 38, the British Columbia Supreme Court recognized the CRT's process and found oral hearings are not necessarily required where credibility is an issue.

5. CRTA section 42 says the CRT may accept as evidence information it considers relevant, necessary, and appropriate, whether or not the information would be admissible in court.
6. Where permitted by CRTA section 118, in resolving this dispute the CRT may order a party to do or stop doing something, pay money or make an order that includes any terms or conditions the CRT considers appropriate.
7. In submissions, Mr. Hanson says Mr. Thompson intimidated and harassed him, which threatened his job. However, Mr. Hanson did not claim intimidation or harassment in his application for dispute resolution, nor did he request a remedy for either allegation. In any case, there is no recognized tort of harassment in British Columbia (see *Anderson v. Double M Construction Ltd.*, 2021 BCSC 1473 at paragraph 61). For these reasons, I have not considered these allegations further.

## **ISSUES**

8. The issues in this dispute are:
  - a. Must Mr. Thompson return Mr. Hanson's belongings or reimburse him for the value of those belongings?
  - b. Must Mr. Hanson pay Mr. Thompson \$2,100 for work Mr. Thompson did on Mr. Hanson's boat, an all-inclusive fishing trip, and a damaged boat cart?

## **EVIDENCE AND ANALYSIS**

9. As the applicant in this civil proceeding, Mr. Hanson must prove his claims on a balance of probabilities, meaning more likely than not. Mr. Thompson must prove his counterclaim to the same standard. I have read all the parties' submissions and evidence but refer only to the information I find necessary to explain my decision. In coming to my decision, I have considered the submissions and evidence submitted by the parties collectively in both disputes.

### ***Mr. Hanson's personal property claim***

10. It is undisputed that Mr. Hanson and Mr. Thompson were friends for over 20 years and worked for the same company. While they were friends, Mr. Hanson stored some of his belongings on Mr. Thompson's property. In early February 2023, the friendship ended for reasons I find are unnecessary to detail here.
11. Shortly after the friendship ended, Mr. Hanson says Mr. Thompson listed his generator and hydraulic press for sale on Facebook. Mr. Hanson also says Mr. Thompson did not return other items of personal property, including a small outboard motor, a boat tarp, prawning gear, tools, jack stands, and wooden oars, although he attempted to retrieve them.
12. Mr. Thompson admits he has Mr. Hanson's generator and outboard motor. He says Mr. Hanson agreed to allow him to sell these items in lieu of \$500 for work Mr. Thomson did on Mr. Hanson's boat in 2020. Mr. Hanson disputes this. He says there is no evidence the parties agreed to any payment or payment in lieu. Mr. Hanson says they often did each other favours and helped each other out in boat-related matters because they were friends. I agree. I find this is supported by the text message evidence covering 2019 to early 2023, which shows a friendly, generous, and cooperative relationship. Importantly, none of the messages show that either party requested payment for assisting the other.

13. Further, I note Mr. Thompson only tried to recover payment for the 2020 work in 2023, immediately after the parties' friendship ended. He provides no explanation for the timing of the attempted sale.
14. In these circumstances, I find it unlikely the parties agreed to Mr. Hanson paying Mr. Thompson \$500, or to Mr. Thompson selling Mr. Hanson's generator and motor, in return for working on Mr. Hanson's boat. So, I find by refusing to return the generator and motor, Mr. Thompson engaged in either the tort of conversion or what is known in law as detinue. Conversion involves wrongfully holding on to another person's property and claiming title or ownership of that property. Detinue refers to continuous wrongful detention of personal property, with the general remedy being the return of the asset or market value damages (see *Li v. Li*, 2017 BCSC 1312). For the purpose of this decision, nothing turns on the difference.
15. Mr. Hanson specifically claims the generator's replacement value and asks that the rest of the items at issue be returned. Mr. Hanson provided a copy of his 2016 invoice showing he paid \$1,291.08 for the generator, including tax. The only evidence of the now 8 year-old generator's replacement value is the \$850 that Mr. Thompson listed it for on Facebook, which Mr. Hanson does not say is unreasonable. So, I award Mr. Hanson \$850 for the generator. I also order Mr. Thompson to return Mr. Hanson's small outboard motor to him.
16. I turn to the hydraulic press. Each party claims it is theirs. They both submitted receipts for a 12 ton hydraulic press. Mr. Thompson's receipt is dated June 9, 2020, and names the retailer as the customer. I infer from this that the retailer ordered the press for Mr. Thompson, and not that Mr. Thompson somehow obtained a random receipt for the very press in dispute, as Mr. Hanson implies. Mr. Hanson's receipt is in his name but is dated November 24, 2023, which is well after Mr. Thompson listed it for sale on Facebook. While Mr. Hanson's receipt shows the replacement value of a new hydraulic press, I find this falls short of proving Mr. Hanson owned the press Mr. Thompson listed on Facebook or that Mr. Thompson ever had a 12 ton hydraulic press belonging to Mr. Hanson. I dismiss this part of Mr. Hanson's claim.

17. Finally, the boat tarp, prawning gear, tools, jack stands, and wooden oars. Mr. Thompson says Mr. Hanson stored these items in his boat, which he removed from Mr. Thompson's property in 2020. Mr. Hanson disputes this. He says the items could not all have fit in the small cabin of his boat, and he would not have stored his prawning gear in the boat due to the smell. Instead, Mr. Hanson says he stored these items in a small lean-to on Mr. Thompson's property.
18. Mr. Hanson relies on several witness statements to support his assertions. In Mr. Hanson's colleague's witness statement, they say in late January 2023, they were with Mr. Hanson and Mr. Thompson in Mr. Hanson's office. They recall Mr. Hanson suggested he pick up his "fishing gear, tools, and generator" from Mr. Thompson's property, and Mr. Thompson told Mr. Hanson there was "no rush [...] all the items are stored under the stairs, and [are] safe". In another statement, Mr. Hanson's friend says they were with Mr. Hanson at Mr. Thompson's property in 2021 and Mr. Hanson went to check on his "fishing gear and tools". Based on this undisputed evidence, I find it likely Mr. Hanson left his fishing gear and tools on Mr. Thompson's property after he removed his boat in 2020.
19. The law of bailment applies in this situation. A bailment is the temporary transfer of property from the "bailor" (Mr. Hanson) to the "bailee" (Mr. Thompson). The bailor must prove that damage or loss to the property happened during the time of the bailment. If damage or loss is proven, the bailee must show it was not caused by their negligence. In caring for a bailor's goods or possessions, the bailee must exercise reasonable care in all the circumstances (see: *Harris v. Maltman and KBM Autoworks*, 2017 BCPC 273 and *Pearson v. North River Towing (2004) Ltd.*, 2018 BCPC 229).
20. Here, I find Mr. Hanson has proven he left his fishing gear and tools with Mr. Thompson until 2023 when he tried to retrieve them. Mr. Thompson denies having these items, so I find they were lost while in his care. I find Mr. Thompson has not proven the loss of Mr. Hanson's belongings was not caused by his negligence. So, I find Mr. Hanson is entitled to reimbursement for his fishing gear and tools.

21. Mr. Hanson provided quotes for \$1,998.98 to replace the prawning gear, \$531.99 to replace the boat tarp, \$224 to replace the jack stands, and \$126.09 plus tax to replace the oars, for a total of \$2,896.19. However, the context suggests these items were not new when Mr. Hanson stored them with Mr. Thompson. I find that awarding Mr. Hanson the value of these items new would overcompensate him. This is called betterment. The underlying principle is that a party should not be put in a better position than they were before the loss or damage occurred. To account for betterment, I find it is appropriate to deduct 50% of the total cost of new fishing gear and tools. I order Mr. Thompson to pay Mr. Hanson \$1,448.10 for these items.

***Mr. Hanson's counterclaim***

22. As noted above, Mr. Thompson claims \$2,100 for work done on Mr. Hanson's boat in 2020, an all-inclusive fishing trip, and a damaged boat cart.

23. I have already addressed Mr. Thompson's claim for work he did on Mr. Hanson's boat. I found the parties did not agree to Mr. Hanson paying Mr. Thompson for the boat work. So, I dismiss this part of Mr. Thompson's counterclaim.

24. Next, the fishing trip. Mr. Thompson says in return for helping Mr. Hanson get a new position at work, Mr. Hanson promised him an all-inclusive paid fishing trip. Mr. Thompson says he upheld his end of the bargain, but Mr. Hanson cancelled the trip and never rescheduled it. Mr. Thompson provided a witness statement from a friend, DO, who said in late 2022 or early 2023 when Mr. Hanson's boat was moored beside their boat at a specific marina, they overheard Mr. Hanson telling Mr. Thompson they owed him a trip. Mr. Hanson denies this. He submitted confirmation from the marina that his boat left on July 18, 2022, with no further reservations since that date. Given DO's vague timeframe of the conversation at the marina, and the marina's clear confirmation that Mr. Hanson was no longer mooring his boat there from July 18, 2022, I do not find DO's evidence credible, and I give it no weight.

25. Mr. Hanson also provided a witness statement from his manager, SH, who said when Mr. Thompson retired, they asked him if he thought Mr. Hanson would move into

sales. Otherwise, there was no mention of Mr. Thompson being involved in Mr. Hanson's new position.

26. In addition, Mr. Hanson says the all-inclusive trip Mr. Thompson refers to was actually a client business trip he invited Mr. Thompson to come on. Email evidence shows the day before the trip was to begin in June 2019, the client cancelled for personal reasons. Mr. Hanson says the trip was never rescheduled due to COVID-19 and because Mr. Hanson and the client were able to build their working relationship in other ways. In their witness statement, SH confirmed Mr. Hanson had sought approval for the business trip but did not claim expenses for it.
27. Based on the above, I find the parties did not have an agreement where Mr. Hanson was to provide Mr. Thompson with an all-inclusive paid fishing trip. I dismiss this part of Mr. Thompson's claim.
28. Finally, the boat cart. Mr. Hanson admits he used Mr. Thompson's boat cart while he was working on his boat and damaged it. So, I find Mr. Hanson is responsible to fix or replace the cart. Mr. Thompson claims \$100 for the cart, but his evidence shows a new cart would cost \$78.39, including tax. There is no evidence of what it would cost to fix rather than replace the cart. Mr. Thompson does not dispute Mr. Hanson's assertion the cart was old and used, so I accept this was the case. To account for betterment, I deduct 50% of the cost of a new cart, which is \$39.19. For convenience, I have subtracted this amount from Mr. Hanson's damages award below.

## **INTEREST, CRT FEES, AND EXPENSES**

29. The *Court Order Interest Act* applies to the CRT. Mr. Hanson is entitled to pre-judgment interest on the \$2,258.91 damages award from February 13, 2023, the date Mr. Hanson asked to collect his belongings and a date I find reasonable, to the date of this decision. This equals \$119.80.
30. Under section 49 of the CRTA and CRT rules, the CRT will generally order an unsuccessful party to reimburse a successful party for CRT fees and reasonable



dispute-related expenses. As Mr. Hanson was largely successful, I find he is entitled to reimbursement of his \$200 CRT fees for both SC-2023-002345 and SC-CC-2023-004937. Mr. Thomspson was largely unsuccessful, so I dismiss his claim for CRT fees. Neither party claimed dispute-related expenses, so I award none.

## ORDERS

31. Within 30 days of the date of this order, I order Mr. Thompson to pay Mr. Hanson a total of \$2,578.71, broken down as follows:
  - a. \$2,258.91 in damages,
  - b. \$119.80 in pre-judgment interest under the *Court Order Interest Act*, and
  - c. \$200 in CRT fees.
32. Within 30 days of the date of this order, I order Mr. Thompson to return Mr. Hanson's small outboard motor to him, at Mr. Hanson's home or at a mutually agreed upon place and time with at least 5 days' written notice, at Mr. Thompson's expense.
33. Mr. Hanson is entitled to post-judgment interest, as applicable.
34. I dismiss the balance of the parties' claims.
35. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as an order of the Provincial Court of British Columbia.

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Megan Stewart, Tribunal Member